

Cedar Falls CSD

Teamsters #238 (Blue Collar) 7/1/2005 6/30/2007

An Agreement
between
The Board of Education
of the
Cedar Falls Community School District
and
Chauffeurs, Teamsters and Helpers Local 238

2005-2007

Cedar Falls, IA

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PREAMBLE

The Board of Education of the Cedar Falls Community School District, Black Hawk County, Iowa, hereinafter referred to as the Employer, and Chauffeurs, Teamsters and Helpers Local 238, an affiliate with the International Brotherhood of Teamsters of Waterloo, Iowa, hereinafter referred to as the Union, agree as follows:

Art. I - RECOGNITION

1.1 Pursuant to certification by the Public Employment Relations Board of the State of Iowa, Case No. 17, June 18, 1975, the Employer recognizes the Union as the exclusive bargaining representative for all maintenance and custodial employees, head custodians, delivery and laundry employees of the Employer at Cedar Falls, Iowa; excluding all office clerical employees, professional employees and teachers, food service employees, school bus drivers, maintenance foreman, supervisors, and all other persons excluded by Sec. 4 of the Public Employment Relations Act.

1.2 The provisions of this Agreement shall be binding upon the Employer, the Union, and each employee in the bargaining unit described herein.

Art. II - Rights

2.1 **Public Employer Rights:** Public employers shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

2.2 **Public Employee Rights:** Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by the Public Employment Relations Act or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

Art. III - NON-DISCRIMINATION

3.1 The Employer and the Union agree for themselves and their respective officers, agents, employees and members, that neither party shall engage in or support any practices or procedures that result in discrimination on the basis of membership or non-membership in the Union.

3.2 The Employer and the Union agree to comply with any non-discrimination-in-employment laws that are applicable.

Art. IV - SEVERABILITY

4.1 Should any portion of this Agreement, during the life of the Agreement, be rendered invalid by legislative act or a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Art. V - DUES DEDUCTION

5.1 **Authorization:** The District agrees that upon receipt of an individual written authorization from an employee, in the manner set forth in the Code of Iowa, the District will deduct from said eligible employee's pay the membership dues of said employee for the Union. The authorization form shall be provided to employees by the Union and it shall be the responsibility of the Union to inform its members of the procedures for payroll deduction of the Union dues.

5.2 **Regular Deduction:** Pursuant to the deduction authorization as provided in the preceding section, the District shall deduct an equal amount of dues from the salary check of the employee each month (12 months).

5.3 **Transmission of Dues:** The Employer shall transmit to the Secretary-Treasurer of the Union the total deduction for all membership dues so authorized within thirty (30) days following the regular pay period of the month. At the time the District transmits the monthly deduction payment to the Union, it will also make notations of additions or deletions from the list.

5.4 **Indemnification:** The Union agrees to indemnify and hold harmless the Employer, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

Art. VI - GRIEVANCE PROCEDURE

6.1 **Purpose:** It is the purpose of this procedure to, at the lowest possible administrative level, resolve grievances arising under this Agreement. It is mutually agreed that the proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

6.2 **Definition:** A grievance is a claim beyond the first level that there has been a violation, misinterpretation, or misapplication of some provision of the Agreement.

6.3 **Level One (informal):** An employee with a grievance shall first discuss the problem with his or her immediate administrative supervisor. The immediate administrative supervisor shall be the supervisor of buildings and grounds.

6.4 Informal discussion specified at this level must be initiated within two (2) working days of the event or condition giving rise to the discussion.

6.5 Level Two (formal): If the employee is not satisfied with the results of the informal discussion of the problem (Level One), he or she may file a formal grievance on the form set forth in Appendix A, Grievance Form. Any formal grievance must be filed in writing with the appropriate administrative supervisor (as defined above) within ten (10) working days of the event or condition giving rise to the grievance.

The appropriate immediate administrative supervisor shall have ten (10) working days in which to respond in writing to the grievance. If either the employee or the union business representative is not satisfied with the disposition of the grievance at this level, or if no disposition has been made, the grievance may, within ten (10) working days of the disposition or date of expiration of the time limit for such disposition, be submitted to Level Three.

6.6 Level Three (Superintendent of Schools or Designee): The superintendent of schools or designee shall have ten (10) working days in which to provide a written disposition of any grievance submitted properly, following the prescribed actions at Level One and Level Two. If the union business representative is not satisfied with the disposition or if no disposition has been made, the Union may, within ten (10) working days of the disposition or the date of expiration of the time limit for such dispositions, submit the grievance to arbitration.

6.7 Level Four (Arbitration): If the union business representative decides to submit any grievance to arbitration, the union business representative or designee and the superintendent of schools or designee shall jointly request the PERB to provide a list of three (3) qualified arbitrators. The parties shall then determine by lot who shall first strike a name from the list. The party first to strike a name shall have two (2) working days to effect this action. The other party shall have one (1) day in which to strike one (1) of the remaining names. The person whose name remains shall be the selected arbitrator.

6.8 The arbitrator selected shall conduct a hearing and shall issue a decision within thirty (30) days of the final hearing.

6.9 The arbitrator shall have no power or authority to amend, expand, or in any other way change any provisions of the Agreement.

6.10 The decision of the arbitrator shall be final and binding on the parties.

6.11 Fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.

Art. VII - HOURS

7.1 The basic work week for all employees is eight (8) hours per day, five (5) days per week. Overtime rates will be paid for time worked over eight (8) hours per day or forty (40) hours per week. Paid holidays count towards time worked. Unless it is an emergency, employees must have prior approval from the building principal or the supervisor of buildings and grounds to put in overtime. All bargaining unit employees must file time sheets.

7.2 Lunch periods for day personnel shall be one-half (1/2) hour. Full time custodians and maintenance personnel shall receive a ten (10) minute break during the forenoon and a ten (10) minute break during the afternoon. These times shall be free of all assignments, except in cases of emergency. Custodians shall not leave the building during these ten (10) minute break periods.

7.3 Head custodians in elementary and junior high buildings will have thirty (30) minutes for lunch during the regular eight (8) hour shift on days when they are required by the principal to remain in the building during their lunch period. On other days, they shall have the unpaid lunch period specified in paragraph 7.2, and may leave the building during the lunch period.

7.4 Night cleaning custodians will be allowed one-half (1/2) hour of paid time during the regular eight (8) hour shift for a lunch break. This time may be broken into a twenty (20) minute lunch period and a ten (10) minute coffee break, if so desired by the employee.

7.5 Lunch and break times may be subject to change by the immediate administrative supervisor.

7.6 On in-service/professional development days, days of elementary conferences, and Wednesdays (elementary only) the starting times for second shift custodians shall be determined by the supervisor of buildings and grounds.

7.7 Starting times for shifts shall be listed in the "Personnel Handbook for Custodial and Maintenance Staff."

7.8 The building custodian shall not leave the building during working hours except in the performance of their duties or when they are called away in case of emergencies. In all cases, when it is necessary that they leave the building during working hours, they shall report to the building principal's office and the supervisor's office before leaving and advise the office of the approximate length of time they will be gone. If their absence from the building occurs during a time when school is not in session, they shall report by telephone to the supervisor of buildings and grounds.

7.9 If, while making a routine building check, an employee finds a broken window or furnace malfunction, for example, the time spent on making corrections for the problem will automatically be overtime rate. In the case of such problems, the custodian shall immediately notify the building principal or the supervisor of buildings and grounds.

7.10 If a head custodian or a classification VI employee is called in to provide emergency services on a weekend, a holiday or other non-work time, a minimum call time of two hours shall apply.

7.11 Time allowances for building checks are:

Senior High	1 hour & 45 minutes	Lincoln/Ad. Ctr.	1 hour
Holmes Jr. High	1 hour & 15 minutes	North Cedar	45 minutes
Peet Jr. High/C. S.	1 hour & 15 minutes	Orchard Hill	45 minutes
Cedar Heights	45 minutes	Southdale	45 minutes
Hansen	45 minutes		

Art. VIII - SENIORITY

8.1 A seniority list will be maintained. The most recent date of hire shall accompany the employee's name on the seniority list. Bargaining unit employees will be placed on the seniority list according to their most recent date of hire.

New employees will be placed on the seniority list upon completion of the probationary period of employment, using the first date of the most recent employment. Persons who work less than thirty-two (32) hours per week will be designated on the seniority list as part-time employees. Persons who are hired after the effective date of this Agreement, and who were previously employed by the Employer, shall be placed on the seniority list according to the most recent date of hire. The current

official seniority list shall be posted each January and July (on or near the first working date) in or near the office of the supervisor of buildings and grounds. Copies will be mailed to the union business representative, to each head custodian, and to the laundry.

8.2 Seniority rights shall not be affected by an absence caused by: (1) proven illness, (2) disability for a period of less than twelve (12) months, or (3) reduction in force, if the period of reduction does not exceed twelve (12) months.

8.3 Any employee shall lose all seniority rights for:

- (1) a voluntary quit
- (2) a discharge for cause
- (3) any unexcused absence in excess of three (3) working days
- (4) failure to report for work upon expiration of leave of absence
- (5) failure to secure proper authorization prior to departing on any leave.

Art. IX - TRANSFER PROCEDURES

9.1 In the event that a full time position held by a person in the bargaining unit opens, notification and the title of the open position shall be sent to each bargaining unit employee via the school mail. Any employee will then have five (5) working days from date of the mailing to personally submit a bid form for the open position to the supervisor of buildings and grounds.

9.2 Seniority shall govern in the event that two or more qualified employees bid for a listed vacant position in classification I-III, excluding mail delivery and groundsperson. When any central service vacancy, other than crew custodian, is listed, a bidding employee (or employees in order of seniority, if more than one person bids) will be provided with a two-week probationary period on the new assignment. During that time, the interested employee will perform regular functions of that assignment, and the quality and quantity of work will be assessed by the supervisor of buildings and grounds. The open position shall be filled when, in the judgment of the supervisor of buildings and grounds, a qualified and suitable person has successfully completed the probationary period.

In the event that qualifications and suitability are considered equal between or among persons bidding for a head custodial opening, seniority shall prevail.

At the request of an employee, the director of personnel and the supervisor of buildings and grounds shall meet with the employee for the purpose of advising the employee why the employee was not selected to fill a vacant position and what the employee needs to accomplish to improve the employee's chance of securing any future vacant position. The employee has the right to have a Union representative present at the meeting with the director of personnel and the supervisor.

9.3 An employee who acquires a head or lead custodian position will have the right to return to his or her original position, provided such return is elected within ten (10) work days of the first day on the new head or lead position.

9.4 No employee will be entitled to more than one (1) job bid change in any six (6) month period, except where the bid is for a position different in classification and/or hours of work per day or year.

9.5 The following statement is taken from the Code of Iowa, 1975 (601A.13), and is included in fulfillment of the statutory requirement that it appear in a collective bargaining agreement between an employer and a labor organization:

"After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation."

Art. X - PROCEDURES FOR STAFF REDUCTION

10.1 If, in the sole and exclusive judgment of the Employer, it becomes necessary to reduce staff, reduction shall be accomplished in accordance with the following:

1. The Employer shall determine which category or categories of personnel shall be subject to reduction. When staff reduction is to be effected, the person or persons whose individual contract(s) is (are) to be terminated shall be selected by seniority. Employees with least seniority shall be the first to be terminated. Affected employees may be assigned to positions in other categories within the unit based upon qualifications and seniority. For purposes of this Article, the categories of bargaining unit employees are: head elementary custodians, head secondary custodians, elementary lead custodians, secondary lead custodians, cleaning custodians, laundry person, warehouseperson, groundsperson, painter, carpenter, plumbing and heating employees, electrician/HVAC person, mail delivery, crew custodian and custodian/grounds helper.
2. The employer shall make determination of assignments and reassignments, including any and all reassignments caused by reduction of staff.
3. In the event employment, for which a person whose individual contract was terminated through staff reduction is qualified, becomes available within twelve (12) months of the date of such termination, said person shall be informed of the opening. Such notification shall be by certified mail to the last address provided the employer by the terminated employee. That person shall then have seven (7) working days from the date of mailing of the notice in which to respond in person or in writing, and an additional period of seven (7) days in which to report for duty.

Art. XI - VACATIONS

11.1 All twelve (12) month employees working on a full time basis are allowed vacations based on continuous time earned as of July 1, are not cumulative from year to year, and shall be at the rate of pay normally received for regular time.

Starting during year:	pro-rated
Completion of one (1) year:	one (1) week
Completion of two (2) years:	two (2) weeks
Completion of eight (8) years:	three (3) weeks
Completion of fifteen (15) years:	four (4) weeks

11.2 All twelve (12) month employees who begin work during the year are allowed eight (8) hours of vacation for every fifty (50) days worked, including holidays.

11.3 Vacations may be scheduled at any time during the contract year (except custodians may not take vacations during the two weeks just before the opening of the school year and the week in which the school year closes), provided that the requests have been approved by the supervisor of buildings and grounds (for building custodial staff for vacations requested for school-year periods) or the supervisor of buildings and grounds (for vacations requested for June, July and August, and for all maintenance staff). However, not more than one (1) employee per building (two per the senior high) or per

maintenance department may be on vacation at any one time. If more than one request is received, seniority shall be used to determine the person to have the time for vacation. Request for week-long vacations shall have priority over partial-week requests, regardless of seniority. Once a vacation is scheduled and approved, it shall not be denied except in cases of emergency. After April 15, the vacation days not already assigned by seniority will be granted on a "first come, first served" basis.

11.4 Twelve (12) month part-time employees in the bargaining unit will receive vacation pro-rated on the basis of time worked per forty (40) hour week.

11.5 Employees who resign during the individual contract year and who, at the time of the effective date of resignation, will be eligible for IPERS and/or social security retirement benefits shall have the vacation for the contract current at the time of resignation pro-rated.

Resigning employees who have served the district for at least ten (10) years at the time of the effective date of the resignation may also have current contract vacation pro-rated, provided the resigning employee has provided at least two (2) weeks notice of intent to resign and fulfilled all other resignation requirements.

All other employees who resign with effective dates before June 30 will not receive any vacation allowance.

11.6 Vacation time may be taken in hourly increments.

Art. XII - HOLIDAYS

12.1 For twelve (12) month employees in the bargaining unit, paid holidays are:

July 4	Two days at Christmas time
Labor Day	Two days at New Year's time
Thanksgiving Day	Martin Luther King, Jr. Day
Friday after Thanksgiving	Memorial Day

12.2 For bargaining unit employees on a basis less than twelve (12) months, paid holidays are (provided that the holiday to be taken falls during the effective period of the individual employee's contract):

July 4	New Years (1 day)
Labor Day	Martin Luther King, Jr. Day
Thanksgiving Day	Memorial Day
Christmas (1 day)	

12.3 If a holiday falls during an employee's vacation, he or she will have his or her vacation extended by one (1) day.

12.4 If an emergency situation requires an employee to work on a holiday, the employee shall receive double his or her regular rate of pay.

12.5 Holiday pay shall be at the regular straight time hourly rate for the employee, and shall be pro-rated on the basis of time worked per forty (40) hour week.

Art. XIII - LEAVES OF ABSENCE

13.1 **Sick leave:** Sick leave entitlement shall be 18 days per year for continuing employees under contract on July 1, 2005. For all new employees hired after that date, the annual sick leave allowance is as follows:

1 st contract of employment:	13 days (2 days in first month, one day earned each additional month of the first contract)
2 nd contract of employment:	15 days
3 rd contract of employment:	18 days
(and beyond)	

13.2 New employees must be on the job for a minimum of thirty (30) days to receive full benefit. Employees will be eligible for ten (10) days sick leave during the first thirty (30) days.

13.3 Unused sick leave shall accumulate to a maximum of available leave of 95 days at full pay (including the leave of the current year).

13.4 Sick leave shall be interpreted to mean personal illness or injury.

13.5 Ten (10) days of sick leave may be used for serious illness or death in the household or in the immediate family. Situations requiring more than this may be approved by the administration.

An employee may, at the beginning of the contract year (by August 1), elect to specify 3, 4 or 5 days of sick leave from the current year's entitlement as reserved only for use in the event of an illness or injury to a dependent child. Such designated leave days shall then be available to that employee for that year only, and may be utilized only for instances where the physical condition of the child requires parental care by not necessarily the treatment or attention of a physician. The designated days are not returnable to accumulated sick leave or to be used for regular or serious illness use in any event.

13.6 The Employer may require a physician's certificate as a basis for determining pay during absence if this should be deemed necessary.

13.7 **Sick Leave Bank:** Definition:

a. There will be established a sick leave bank, or reservoir, to be used by any employee who chooses to participate.

b. Use of sick leave bank days will commence on the ninety-sixth (96th) contract day of sickness or injury of the eligible employee and will continue for up to an additional one hundred (180) contract days. The bank year will be the contract days of a given school year.

Participation: Participation will be on a voluntary basis and contributions will be made in the form of three (3) days of sick leave from the current year's allocation of sick leave (13-18) days. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Employees who wish to enroll must submit two (2) completed application forms (see Appendix C) to the business office on or before July 15 of the year of the initial enrollment. This sick leave bank application will continue from year to year unless revoked in writing by the employee before July 15 of the year in which the revocation is to be effective. The business manager will sign the forms and return one (1) copy to the employee.

Unused Days in Bank: Assets of the bank will not be carried over from year to year in excess of 75 days. The following year's bank will consist of the days carried over plus all contributed days for that year's participation.

Use of Bank Leave Days: Use of bank leave days will be based on a daily use basis, e.g., everyone eligible will draw each day until total bank leave days have been exhausted.

13.8 Personal Leave: Personal leave is approved by the supervisor of buildings and grounds, and shall be for a maximum of sixteen (16) hours per year without forfeiture of salary. Personal leave shall not be granted for days immediately preceding or following vacations except in case of emergency. Personal leave hours not used, to a maximum of eight (8) hours, may be carried over to the next contract year. Unused time in excess of eight (8) hours shall be added to the employee's cumulated sick leave and may be in excess of the established sick leave maximum.

13.9 Emergency Leave: Each employee shall be entitled to twenty-four (24) hours of approved bereavement leave, defined as death or serious illness of family or close friends not covered under present sick leave provisions.

13.10 Child Bearing Leave: Child bearing leave shall be granted for the period of time during which the employee is certified by a physician to be temporarily disabled by her pregnancy (or complications of pregnancy) from performing the duties of her position; or, such period of time as may be mutually agreed upon between the employee and the employer.

The employee shall submit a physician's statement of temporary disability to the administration in accordance with the procedures and forms as so provided.

Employer may require, at the Employer's discretion, a physician's statement of specific complications when the period of temporary disability exceeds twenty-one (21) calendar days.

Failure to return within five (5) working days from the termination of temporary disability or not having an approved child bearing leave shall constitute grounds for termination.

Employees shall be eligible for sick leave provisions in accordance with existing policies for the period of temporary disability as attested to by a physician's statement.

An employee returning from child bearing leave shall be returned to her former position or, if that position is not available due to a change in job structure, to a position with the same classification and annual hours and days of work.

13.11 Child Rearing Leave: Child rearing leaves of absence shall be available to full time employees for a period of time to conclusion of the same contract year, upon request, and shall not exceed one hundred and eighty (180) contract days, for the purpose of caring for a newborn infant for which the applicant has the legal responsibility for the child's care and/or support. Such leave shall be subsequent to birth of the employee's child or in the case of adoption, subsequent to when the child is physically turned over to the employee-parent.

At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take child rearing leave.

Upon filing an application for adoption of a child, the employee shall be required to notify the employer, in writing, of the employee's intention to take a child rearing leave. Such notice shall include the estimated date when such leave shall become effective.

In making a final determination concerning the duration of a child rearing leave of absence, the employer shall not be required to grant a leave of absence beyond the conclusion of the current contract year or in excess of one hundred and eighty (180) days. By mutual agreement, the length of the child rearing leave may be altered.

An employee returning from child rearing leave will be re-employed in the employee's former position, if available. If that position is not available, re-employment shall be a position for which the employee is qualified.

Failure of the employee to return on the date approved by the employer shall constitute grounds for termination.

An employee who returns from child rearing leave within the provisions of this policy shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for child rearing leave.

A child rearing leave of absence granted under this section shall be a leave without pay.

13.12 Extended Leave Without Pay: Extended leave without pay for a maximum of one contract year may be granted to an employee for the purpose of leave while recovering from a serious illness or injury. Such leave will become available at the close of the school year in which the employee's personal sick leave becomes exhausted.

13.13 FMLA Provision: If an employee elects to utilize any time available as a result of the Family Medical Leave Act, that employee shall not be required to use accrued vacation time or paid leave time as a part of the FMLA leave.

Pay: All approved sick leaves, personal leaves, and emergency leaves of absence shall be paid for by the Employer at no less than the employee's regular hourly rate of pay in effect at the time of the leave of absence.

Art. XIV - JURY DUTY

14.1 Jury or election service duty: Such service can be educational as well as being a part of civic responsibility. However, in the event that such service would work a hardship on the district, the immediate supervisor shall request the judge to excuse the employee from jury duty.

14.2 The Employer will pay the difference in jury pay and the regular eight (8) hours a day earning. Certificate from the clerk of court showing dates of service, and earnings while on the jury must be submitted to the supervisor upon returning to work. Employees must present themselves available for work on any day excused from jury service.

Art. XV - INSURANCE

15.1 Descriptions: The Board shall make available, through the various elementary, junior and senior high buildings, descriptions of the insurance coverage. Included in these descriptions will be the limits and conditions of coverage, as printed and supplied by the insurance carrier.

15.2 Coverages: Coverages for the 2005-2006 insurance coverage year shall be the coverages contained in the contract with the carrier. Hospital pre-admission authorization is included. Coverages include hospital, surgical, medical, dental, major-medical, long-term disability and term life (\$40,000, with accidental death and dismemberment benefits).

The coverages noted above constitute a general listing and are included for information purposes only. Technical wording regarding the coverages is contained in the official contract with the insurance carrier and is further described in the carrier's program description cited in the first paragraph of this Article.

Eligible employees must be employed for at least thirty-two (32) hours per week for nine months or more each year.

15.3 Insurance applications must be in the business office no later than thirty (30) days after the first day of work. If applications are received late, the carrier may require the employee to pass a physical examination. Every new employee is required to complete an insurance application if he/she is eligible for the insurance.

15.4 Board Premium Contributions:

The Board agrees to provide premium contributions, which, for eligible individuals, will be \$330.12 per month for health coverage and \$23 per month for dental coverage, and \$243.58 per month for employees with dependent health coverage. Participating employees shall pay \$1.00 per month for individual health coverage and \$1.00 per month for individual dental coverage. Employees who elect to be covered by the plan under options with lower premiums will have the savings from the reduced premiums added to their compensation as insurance adjustments or to another approved plan.

For the 2006-2007 year, the Board premium contributions shall be the same as for the largest bargaining unit.

Dental insurance, for all eligible individuals, will be provided (the maximum yearly benefit is \$1,000).

Employees who are 50%-79% F.T.E. are eligible to apply for participation in the Group Insurance Plan. These participating employees will pay the cost of their insurance premiums.

Board contributions specified above shall continue in effect for employees on paid leaves of absence. Employees on unpaid leaves of absence may retain medical and/or life insurance coverage while on leave of absence, provided that such employees pay the total costs of the insurance coverage retained. Employees on leave of absence without pay shall be responsible for paying the full monthly premium. Employees on leaves of absence without pay are not permitted to retain health insurance coverage beyond one (1) coverage year. Employees returning from unpaid leave of absence who have not retained health insurance coverage will resume coverage on the first of the month following the month of return to active work.

Art XVI - WAGES

16.1 All employees in the bargaining unit shall have their hourly wages increased by \$.65 per hour on July 1, 2005 and by \$.45 per hour on July 1, 2006.

16.2 **Base Rates:** All new employees will be hired at the base rate for their classification. Base rates are provided in Appendix B.

16.3 Maintenance and custodial employees will be paid double time if they are required to work on contract holidays when school is not in session and double time for supervising Schedule C activities on Saturdays and Sundays.

16.4 Building rental contracts for Schedule C activities will carry a notation that said rental is a Schedule C activity.

16.5 The Employer will make available to each employee, at the beginning of each school year, information indicating the actual paydays for the coming year.

16.6 Employees who resign or are terminated will receive their final pay on the next regular pay day after departure from the system, if departure is before the 25th of the month. In cases where departure occurs on or after the 25th of the month, final pay will be made on payday of the following month.

16.6 Provisions and conditions for hourly wage increases for persons who serve temporarily as replacements for head custodians and lead custodians: Pay will be increased by \$.25 per hour for the time worked as a replacement.

Art. XVII - HEALTH & SAFETY MATTERS

17.1 For returning employees, the Employer will reimburse employees in the amount of thirty (\$30) dollars for Employer-required physical examinations. As an option, those employees required to complete such physical examinations may obtain such exams by utilizing the arrangements made with Sartori Hospital. The first \$30 of that exam is then without cost to the employee, and there is no reimbursement to the employee.

17.2 Reimbursement will be made after submission of the completed examination form, provided the completed form is submitted by August 15 of the year when due.

17.3 Any accident on the job shall be reported to the supervisor at first opportunity, but in all cases within 48 hours after the accident. This may be done in writing.

17.4 The employer shall reimburse welders, to a maximum of \$45.00 per year, per person, for replacement of lenses for welding glasses, if so needed.

17.5 Any special safety equipment specifically required by OSHA will be provided by the Employer, and the use of any such equipment will be in accordance with the direction of the Employer.

Art. XVIII - EVALUATION CONFERENCE

The following provisions shall be in addition to evaluation procedures specified in the "Personnel Handbook for Custodial and Maintenance Staff" and/or elsewhere:

1. In the event that it becomes necessary to hold a probationary conference with an employee in the bargaining unit, the employee shall be notified in writing of the time and place of the conference. Such notification shall be delivered directly to the employee or mailed via certified mail to the last address provided the Employer by the employee, and shall be mailed or delivered at least five (5) working days before the scheduled date of the conference. A copy of the notice shall be mailed or delivered to the union business representative.

2. The employee may be accompanied or represented by a steward or by a person of his or her choice. The Employer may be represented by a person or persons of its choice.

A copy of any warning letter or letters, letter of probation, or other written communication delivered by the Employer to the employee during the conference shall be provided to the union business representative.

3. Nothing in this Article shall in any way detract from the right of the Employer to immediately suspend or discharge a public employee for proper cause.

4. Any employee has the right to file a grievance over the results of his or her evaluation reports which are being used against him or her at the time that the recommendation for termination or withholding of salary increase is made.

Art. XIX - DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2005, and shall continue in effect through June 30, 2007. Dated this 9th day of May, 2005.

Chauffeurs, Teamsters & Helpers,
Local 238, affiliated with the
I.B.T.

By: 

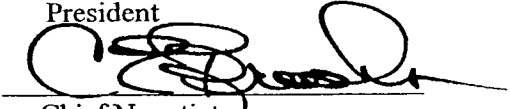
Secretary-Treasurer


Business Representative

Board of Education,
Cedar Falls Community
School District

By: 

President


Chief Negotiator

APPENDIX A
GRIEVANCE FORM

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

(Submit to immediate administrative supervisor in duplicate)

Building _____

Assignment _____

Name of aggrieved person _____

Date filed with immediate
administrative supervisor _____

Signature of immediate
administrative supervisor _____

Level II

A. Date cause of grievance occurred _____

*B. Statement of grievance _____

C. Provision of the Agreement alleged to have been violated, mis-
interpreted, or misapplied _____

D. Relief sought _____

Date

Signature

E. Disposition by immediate administrative supervisor _____

Date

Signature

Level III

F. Signature of aggrieved person _____

G. Date received by superintendent or designee _____

H. Disposition by superintendent or designee _____

Date

Signature

Level IV

I. Date of decision of Union Business Representative
to submit grievance to arbitration _____

J. Signature of aggrieved person _____

K. Signature of Union Business Representative _____

L. Date of submission to arbitrator _____

M. Disposition by arbitrator _____

Date

Signature

*Additional pages may be attached to include information regarding B, C,
D, E, H, and M.

Appendix B

BASE RATES
(2005-06/2006-07)

<u>Rate</u>	<u>Classification</u>	<u>Job Title</u>
\$11.85/\$12.10	VI	Plumbing & Heating Plumber Painter Carpenter Electrician/HVAC
\$11.00/\$11.25	V-a	Head Custodian - Senior High
\$10.50/\$10.75	V	Head Custodian - Junior High Warehouseperson
\$10.25/\$10.50	IV	Head Custodian - Elementary
\$10.00/\$10.25	III	Lead Custodian - Secondary Groundsperson
\$9.80/\$10.05	II	Lead Custodian - Elementary
\$9.50/\$9.75	I	Custodian Mail Delivery Laundry Custodian/Grounds Helper

APPENDIX C

CEDAR FALLS COMMUNITY SCHOOLS
1002 West First Street
Cedar Falls, IA 50613-2214

APPLICATION FOR SICK LEAVE BANK
(File two copies)

I hereby authorize the business manager to contribute three (3) days of my sick leave entitlement for the current year to the **sick leave bank**.

Note: This authorization shall continue in effect from year to year (with each contributed day to be taken from the sick leave entitlement of the current year), unless revoked by me in writing on or before July 15 of the school year when the revocation is to take effect.

Date

Building

Signature

- - - - -

Date

Business Manager

2005-2006 Trial Period Provision

COMP TIME IN LIEU OF OVERTIME

1. This provision applies only to central services staff, excluding crew custodians.
2. Employees who work overtime hours may elect to receive credit for those hours in the form of 1.5 hours of time for each hour of overtime worked. The maximum amount of such comp time that may be accumulated during a contract year is one week of earned comp time.
3. This comp time must be earned and then used or paid off within the July 1-June 30 contract year.